

## GRANT TERMS AND CONDITIONS – FFY 2006 HSGP

NOTE: The Grant terms and conditions must be submitted within thirty (30) days from award date and prior to disbursement of funds unless otherwise specified.

As a condition of the receipt of these funds:

Funding may be suspended or terminated for filing a false certification in this application or other reports or document as part of this program.

1. Availability of Federal Funds: This grant award is contingent upon availability of federal funds approved by Congress. No State funds will be substituted should Federal funds be no longer available for this project.
2. Reports: The sub-grantee shall submit, at such times and in such form as may be prescribed, such reports as NH DOS may reasonably require, including quarterly financial reports, progress reports, final financial reports and evaluation reports. Recipients shall be responsible for providing updated obligation and expenditure information on a regular basis. The State DOS must provide tot G&T consolidated information in the Biannual Strategy Implementation Reports (BSIR) and the Categorical Assistance Progress Reports (CAPR) and local and other funding recipients shall be obligated to supply requested data to meet these obligations.
3. Applicable Federal Regulations: The recipient agrees to comply with the organizational audit requirement of OMB Circular A-133, Audits of States, Local Governments, and Non-Profit organizations. The recipient must comply with the Office of Management and Budget (OMB) Circulars, as applicable: A-21 Cost Principles for Educational Institutions; A-87 Cost Principles for State and Local Governments; A-110 Uniform Administrative Requirements for Grants and Agreements with Institutions; and, A-122 Cost Principles for Non-Profit Organizations. Also, the Sub-grantee must comply with the provisions of 28 CFR applicable to grants and cooperative agreements including Part II, Applicability of Office of Management and Budget Circulars; Part 18, Administrative Review Procedure; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 42, Non-discrimination Equal Employment Opportunity Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; and Part 66 (formerly OMB Circular A-102), Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments
4. Allowable Costs: The allowability of costs incurred under any grant shall be determined in accordance with the general principles of allowability and standards for selected cost items as set forth in the applicable OMB Circulars referenced above.
5. Audit Requirements: The sub-grantee agrees to comply with the requirements of OMB Circular A-133. Further, records with respect to all matters covered by this grant shall be made available for audit and inspection by NH DOS and/or any of its duly authorized representatives. If required, the audit report must specifically cite that the report was done in accordance with OMB Circular A-133. If a compliance audit is not required, a written certification must be provided at the end of each audit period stating that the sub-grantee has not expended the amount of federal funds that would require a compliance audit. The sub-grantee agrees to accept these requirements by the completion of the cover page and page 11 of the application.
6. Equal Employment Opportunity: No person shall on the grounds of race, creed, color or national origin, be excluded from participation in, be refused the benefits of, or be otherwise subjected to discrimination under sub-grants awarded pursuant to the Act governing these funds or any project, program, activity or sub-grant supported by such requirements of Title VI of the Civil Rights Act of 1964, and all applicable requirements pursuant to the regulations of the Department of Commerce (Title 15, code of Federal Regulations, Part 8, which have been adopted by the Federal Funding Agency); Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; Department of Labor Regulation 41 CFR Part 60; and the Department of Justice Non-discrimination Regulations 28 CFR Part 42, Subparts C, D, E and G. The sub-grantee must therefore ensure it has a current Equal Employment Opportunity Program (EEOP) which meets the

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requirements of 28 CFR 42.301. The Sub-grantee further agrees to post in a conspicuous place, available to all employees and applicants for employment, notices setting forth the provisions of the EEOC, as supplemented in Department of Labor Regulations 41 CFR Part 60. The Sub-grantee assures that in the event a federal or state court or federal or state administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin or sex against a recipient of funds, the recipient will immediately forward a copy of the findings to NH DOS.

7. Civil Rights Compliance and Notification of Findings: It (recipient ) will comply with the nondiscrimination requirements of Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1964, as amended; Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990); Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; Department of Homeland Security's Non-Discrimination Regulations, 28 CFR Part 42, Subparts C, D, E, and G; and Department of Homeland Security's regulations on disability discrimination, 28 CFR Part 35 and 39. In the event a Federal or State court, Federal or State administrative agency, or the Sub-grantee or Contractor makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, sex, or disability against a recipient of funds, the Sub-grantee or Contractor will forward a copy of the findings to NH DOS who will, in turn, submit the findings to the Department of Homeland Security and the Office of Justice Programs' Office of Civil Rights.
8. Limited English Proficiency: The sub-grantee will comply with Executive Order 13166 "Improving Access to Services for Persons with Limited English Proficiency". When implementing Department of Homeland Security Office Grants and Training (G&T) funded activities, the recipient must comply with all federal civil rights laws, to include Title VI of the Civil Rights Act as amended. The recipient is required to take reasonable steps to ensure persons of limited English proficiency have meaningful access to language assistance services regarding the development of proposals and budgets and conducting G&T funded activities.
9. Conflict Of Interest: Personnel and other officials connected with this grant shall adhere to the requirements given below:  
  
Appearance: In the use of these grant funds, officials or employees of state or local units of government and non-governmental grantees/sub-grantees shall avoid any action that might result in, or create the appearance of the following:
  - 1) Using his or her official position for private gain;
  - 2) Giving preferential treatment to any person;
  - 3) Losing complete independence or impartiality;
  - 4) Making an official decision outside official channels; and/or
  - 5) Adversely affecting the confidence of the public in the integrity of the government or the program.
10. Bonding: It is strongly recommended that all officials identified on this grant who have authority to obligate, expend or approve expenditures be bonded for an amount no less than the total amount of the grant, including match. (RSA 31:95B)
11. Non-Supplanting Agreement: The sub-grantee shall not use grantor funds to supplant state or local funds or other resources that would otherwise have been made available for this program. Non-Supplanting Certification: This certification, which is a required component of the New Hampshire application, affirms that federal Homeland Security grant funds will be used to supplement (add to) existing funds, and will not supplant (replace) funds that have been locally appropriated for the same purpose. Potential supplanting will be addressed in the application review as well as in the pre-award review, post award monitoring, and the audit. Applicants and/or grantees will be/may be required to supply documentation certifying that a reduction in non-federal resources occurred for reasons OTHER than the receipt or expected receipt of federal Homeland Security grant funds.

## GRANT TERMS AND CONDITIONS – FFY 2006 HSGP

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Supplanting funds is loosely defined (for these purposes) as using federal grant money to “replace” or “take the place of” existing local funding for equipment or programs. The funds are intended to provide local entities with increased capabilities or to build capacity to address CBRNE/WMD terrorist incidents. Federal Homeland Security grant funds cannot be used to replace aged, local equipment; instead they are intended to help increase capabilities. The funds are not to be used to replace items that are worn out/broken or for replacing (supplanting) routine local budget expenses.

12. Written Approval of Changes: Any mutually agreed upon changes to this sub-grant must be approved, in writing, by NH DOS prior to implementation or obligation and shall be incorporated in written amendments to this grant. This procedure for changes to the approved sub-grant is not limited to budgetary changes, but also includes changes of substance in project activities and changes in the project director or key professional personnel identified in the approved application.
13. Bidding Requirements: The sub-grantee must comply with proper competitive bidding procedures as required by 28 CFR Part 66 (formerly OMB Circular A-102) or OMB Circular A-110, as applicable. On any items, including those bid in the aggregate, whose total cost is less than \$5,000, the bids do not have to be submitted to the NH DOS for review and approval; but adequate documentation must be maintained in the sub-grantee's files.
14. Obligation of Grant Funds: Grant funds may not be obligated prior to the effective date of the approved grant application and without advance written approval by NH DOS. No obligations are allowed after the end of the grant period and the final request for payment must be submitted no later than 15 calendar days after the end of the grant period.
15. Utilization and Payment of Grant Funds: Funds awarded are to be expended only for purposes and activities covered by the grant recipients approved project plan and budget. Items must be in the sub-grantee's approved grant budget in order to be eligible for reimbursement. Payments will be adjusted to correct previous overpayments and disallowances or under payments resulting from audit. Claims for reimbursement must be submitted no more frequently than once a month and no less than once a quarter. Grants failing to meet this requirement, without prior written approval, are subject to cancellation.
16. Recording and Documentation of Receipts and Expenditures: Sub-grantee's accounting procedures must provide for accurate and timely recording of receipt of funds by source of expenditures made from such funds and unexpended balances. These records must contain information pertaining to grant awards, obligations, unobligated balances, assets, liabilities, expenditures and program income. Controls must be established which are adequate to ensure that expenditures charged to the sub-grant activities are for allowable purposes. Additionally, effective control and accountability must be maintained for all grant cash, real and personal property and other assets. Accounting records must be supported by such source documentation as cancelled checks, paid bills, payrolls, time and attendance records, contract documents, grant award documents, etc.
17. Financial Responsibility: The financial responsibility of sub-grantees must be such that the sub-grantee can properly discharge the public trust which accompanies the authority to expend public funds. Adequate accounting systems should meet the following criteria:
  - a) Accounting records should provide information needed to adequately identify the receipt of funds under each grant awarded and the expenditure of funds for each grant;
  - b) Entries in accounting records should refer to subsidiary records and/or documentation which support the entry and which can be readily located;
  - c) The accounting system should provide accurate and current financial reporting information; and,

## GRANT TERMS AND CONDITIONS – FFY 2006 HSGP

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- d) The accounting system should be integrated with an adequate system of internal controls to safeguard the funds and assets covered, check the accuracy and reliability of accounting data, promote operational efficiency and encourage adherence to prescribed management policies.
18. Retention of Records: Records for non-expendable property purchased totally or partially with grantor funds must be retained for three years after its final disposition. All other pertinent grant records including financial records, supporting documents and statistical records shall be retained for a minimum of three years after the final expenditure report. However, if any litigation, claim or audit is started before the expiration of the three year period, then records must be retained for three years after the litigation, claim or audit is resolved.
19. Property Control: Effective control and accountability must be maintained for all personal property. Sub-grantees must adequately safeguard all such property and must assure that it is used solely for authorized purposes. Sub-grantees should exercise caution in the use, maintenance, protection and preservation of such property.
- a. Title: Subject to the obligations and conditions set forth in 28 CFR Part 66 (formerly OMB Circular A-102), title to non-expendable property acquired in whole or in part with grant funds shall be vested in the sub-grantee. Non-expendable property is defined as any item having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit.
- b. Property Control Record Form: At the time the final request for payment is submitted, the sub-grantee must file with NH DOS a copy of the Property Control Record Form (provided by NH DOS) listing all such property acquired with grant funds. The sub-grantee agrees to be subject to a biennial audit by NH DOS and/or its duly authorized representatives for verification of the information contained in the Property Control Record Form. Upkeep, maintenance, and training of and for equipment procured as part of the Homeland Security grant program is a local and/or grantee responsibility. The inventory of this equipment is a local responsibility and the recipient of such understands that inspections, auditing, and inventory accounting of this equipment may occur as a condition of this grant either from Federal, State or other appropriate level agency and agent
- c. Use and Disposition: Equipment shall be used by the sub-grantee in the program or project for which it was acquired as long as needed, whether or not the program or project continues to be supported by federal funds. When use of the property for project activities is discontinued, the sub-grantee shall request, in writing, disposition instructions from NH DOS prior to actual disposition of the property. Theft, destruction, or loss of property shall be reported to NH DOS immediately. To comply with OMB circular A-87, equipment valued over \$5,000 must be inventoried and tracked locally and be reported to the NH Department of Safety (DOS) Grants Management Unit for 3 years or until the item carries a depreciated value of less than \$100. The disposition of the equipment must be reported. DOS recommends consulting with local auditors for GASB-34 compliance and disposition rules governing equipment procured with Federal funds.
20. Performance: This grant may be terminated or fund payments discontinued by NH DOS where it finds a substantial failure to comply with the provisions of the legislation governing these funds or regulations promulgated, including those grant conditions or other obligations established by NH DOS. In the event the sub-grantee fails to perform the services described herein and has previously received financial assistance from NH DOS, the sub-grantee shall reimburse NH DOS the full amount of the payments made. However, if the services described herein are partially performed, and the sub-grantee has previously received financial assistance, the sub-grantee shall proportionally reimburse NH DOS for payments made.
21. Deobligation of Grant Funds: All grants must be deobligated within thirty (30) calendar days of the end of the grant period. Failure to deobligate the grant in a timely manner will result in an automatic deobligation of the grant by NH DOS.

## GRANT TERMS AND CONDITIONS – FFY 2006 HSGP

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22. Final Report: The report is in addition to the cumulative Fourth Quarter (Final) Progress Report also due 30 days after the end of the grant period.
23. Copyright: Except as otherwise provided in the terms and conditions of this grant, the sub-grantee or a contractor paid through this grant is free to copyright any books, publications or other copyrightable materials developed in the course of or under this grant. However, the federal awarding agency and/or state funding agency (NH DOS) reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for federal government and/or NH DOS purposes:
  - a. the copyright in any work developed under this grant or through a contract under this grant; and,
  - b. any rights of copyright to which a sub-grantee or subcontractor purchases ownership with grant support.

The federal government's rights and/or NH DOS' rights identified above must be conveyed to the publisher and the language of the publisher's release form must ensure the preservation of these rights.
24. Americans with Disabilities Act of 1990 (ADA): The sub-grantee must comply with all requirements of the Americans with Disabilities Act of 1990 (ADA), as applicable.
25. Compliance with Section 504 of the Rehabilitation Act of 1973 (Handicapped): All recipients of federal funds must comply with Section 504 of the Rehabilitation Act of 1973. Therefore, the federal funds recipient pursuant to the requirements of the Rehabilitation Act of 1973 hereby gives assurance that no otherwise qualified handicapped person shall, solely by reason of handicap, be excluded from the participation in, be denied the benefits of or be subject to discrimination, including discrimination in employment, in any program or activity that receives or benefits from federal financial assistance. The recipient agrees it will ensure that requirements of the Rehabilitation Act of 1973 shall be included in the agreements with and be binding on all of its sub-grantees, contractors, subcontractors, assignees or successors.
26. National Environmental Policy Act (NEPA): Construction and Renovation is generally prohibited by this grant program except in pre-approved, special, limited circumstances which comply with grant guidance on pages 47-48. Any activity in this area MUST be closely coordinated with DOS –Grants Management. Please note any level of activity not pre-approved may result in termination of the grant. NEPA requires the pre-project analyzing of possible environmental impacts of each potential construction project. NEPA compliance checklists must be used by recipients and coordinated with NH DOS Grants Management. Additional levels approval with DHS G&T is required. Recipients may be required to provide or conduct higher level assessments at their own expense. Results of the NEPA review may result in the project not being approved by DHS G&T or may require detailed Environmental Assessments or the drafting of an Environmental Impact statement and study.
27. Political Activity: None of the funds, materials, property or services provided directly or indirectly under this contract shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office, or otherwise in violation of the provisions of the "Hatch Act."
28. Debarment Certification: With the signing of the grant application, the sub-grantee agrees to comply with Federal Debarment and Suspension regulations as outlined in the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -Lower Tier Covered Transactions" form. (Attached)
29. Drug-Free Workplace Certification: the Federal Drug-Free Workplace Act of 1988 requires This Certification. The federal regulations, published in the January 31, 1989, Federal Register, require certification by state agency sub-grantees that they will maintain a drug-free workplace.

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30. **Disclosure of Federal Participation:** In compliance with Section 623 of Public Law 102-141, the sub-grantee agrees that no amount of this award shall be used to finance the acquisition of goods and services (including construction services) for the project unless the sub-grantee agrees to the following:
- a. Specifies in any announcement of the awarding of the contract for the procurement of the goods and services involved (including construction services) the amount of federal funds that will be used to finance the acquisition; and,
  - b. Expresses the amount announced pursuant to paragraph (a) as a percentage of the total cost of the planned acquisition.
- The above requirements only apply to a procurement for goods or services (including construction services) that has an aggregate value of \$500,000 or more.
31. **Publications:** The sub-grantee agrees that any publication (written, visual, or sound, but excluding press releases, newsletters, and issue analyses) issued by the sub-grantee describing programs or projects funded in whole or in part with federal funds, shall contain the following statement:
- 1. "This project was supported by U.S. Department of Homeland Security Funds awarded by the sub-grantee agency through the NH Department of Safety." The recipient agrees that all publications created with funding under this grant shall prominently contain the following: "this document was prepared under a grant from the Office of Grant and Training, U.S. Department of homeland Security. Points of view expressed in this document are those of the authors and do not necessarily represent the official position or policy of the Office of Grants and training (G&T), the Department of homeland Security or the NH Department of Safety (DOS)".
  - 2. The sub-grantee also agrees that one copy of any such publication will be submitted to NH DOS to be placed on file and distributed as appropriate to other potential sub-grantees or interested parties. NH DOS may waive the requirement for submission of any specific publication upon submission of a request providing justification from the sub-grantee.
32. **Closed-Captioning of Public Service Announcements:** Any television public service announcement that is produced or funded in whole or in part by any agency or instrumentality of the federal government shall include closed captioning of the verbal content of such announcement.
33. **Fiscal Regulations:** The fiscal administration of grants shall be subject to such further rules, regulations and policies concerning accounting and records, payment of funds, cost allowability, submission of financial reports, etc., as may be prescribed by NH DOS Guidelines or "Special Conditions" placed on the grant award.
34. **Compliance Agreement:** The sub-grantee agrees to abide by all Terms and Conditions including "Special Conditions" placed upon the grant award by NH DOS. Failure to comply could result in a "Stop Payment" being placed on the grant.
35. **Suspension or Termination of Funding:** NH DOS may suspend, in whole or in part, and/or terminate funding for or impose another sanction on a sub-grantee for any of the following reasons:
- a. Failure to comply substantially with the requirements or statutory objectives of the 2003 Omnibus Appropriations Act issued thereunder, or other provisions of Federal Law.
  - b. Failure to adhere to the requirements, standard conditions or special conditions.

**GRANT TERMS AND CONDITIONS – FFY 2006 HSGP**

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- c. Proposing or implementing substantial program changes to the extent that, if originally submitted, the application would not have been approved for funding.
- d. Failure to submit reports.
- e. Filing a false certification in this application or other report or document.
- f. Other good cause shown

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**CERTIFICATION BY PROGRAM MANAGER/CONTACT\***

I certify that: (1) I understand and agree to comply with the general and fiscal provisions of this grant application including the terms and conditions; (2) I understand and agree to comply with provisions of the regulations governing these funds and all other federal and state laws; (3) all information presented is correct; (4) there has been appropriate coordination with affected agencies; (5) I am duly authorized by the applicant to perform the tasks of Program Manager/Contact as they relate to the requirements of this grant application; (6) costs incurred prior to Grantee approval may result in the expenditures being absorbed by the sub-grantee; and, (7) the receipt of these grant funds through the Grantee will not supplant state or local funds.

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Agency: \_\_\_\_\_ Mailing Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_ E-Mail Address: \_\_\_\_\_

Signature: \_\_\_\_\_

**CERTIFICATION BY FINANCIAL OFFICER\***

I certify that: (1) I understand and agree to comply with the general and fiscal provisions of this grant application including the terms and conditions; (2) I understand and agree to comply with provisions of the regulations governing these funds and all other federal and state laws; (3) all information presented is correct; (4) there has been appropriate coordination with affected agencies; (5) I am duly authorized by the applicant to perform the tasks of Financial Officer as they relate to the requirements of this grant application; (6) costs incurred prior to Grantee approval may result in the expenditures being absorbed by the sub-grantee; and, (7) the receipt of these grant funds through the Grantee will not supplant state or local funds.

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Agency: \_\_\_\_\_ Mailing Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_ E-Mail Address: \_\_\_\_\_

Signature: \_\_\_\_\_



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**CERTIFICATION BY AUTHORIZED OFFICIAL\***

I certify that: (1) I understand and agree to comply with the general and fiscal provisions of this grant application including the terms and conditions; (2) I understand and agree to comply with provisions of the regulations governing these funds and all other federal and state laws; (3) all information presented is correct; (4) there has been appropriate coordination with affected agencies; (5) I am duly authorized by the applicant to perform the tasks of Authorized Official as they relate to the requirements of this grant application; (6) costs incurred prior to Grantee approval may result in the expenditures being absorbed by the sub-grantee; and, (7) the receipt of these grant funds through the Grantee will not supplant state or local funds.

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Agency: \_\_\_\_\_ Mailing Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_ E-Mail Address: \_\_\_\_\_

Signature: \_\_\_\_\_

**\*NOTE:** THE PROJECT DIRECTOR, FINANCIAL OFFICER AND AUTHORIZED OFFICIAL CANNOT BE THE SAME PERSON.